



State of Vermont
Agency of Human Services
Office of the Secretary
103 South Main Street
Waterbury, VT 05671-0204
Phone- (802) 241-2220

Robert D. Hofmann, Secretary

**Request for Proposals
for Homeless Prevention
and Rapid Re-Housing Program
July 7, 2009**

DATE RFP ISSUED: July 7, 2009
QUESTIONS DUE BY: July 15, 2009
STATE ANSWERS TO QUESTIONS: July 18, 2009 (Date Posted)
BID DUE DATE: July 31, 2009

***PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES AND RESPONSES
ASSOCIATED WITH THIS RFP WILL BE POSTED AT <http://humanservices.vermont.gov>
and www.helpingtohouse.org.***

SINGLE POINT OF CONTACT: Diane Nealy
TELEPHONE: (802) 241-2244
E-MAIL: Diane.Nealy@ahs.state.vt.us

I. Purpose.

The State of Vermont through the Agency of Human Services (AHS) is seeking non-profit community agencies to implement a program to prevent and resolve homelessness. The program will be funded with American Recovery and Reinvestment Act funds. The goal of the program is to resolve homelessness for as many homeless or at-risk Vermonters as possible through an integrated approach working collaboratively with all interested community partners using a comprehensive local plan.

II. Background

Homelessness in Vermont has been increasing. Shelters are full. More families, including working families, are becoming homeless. People are staying in shelters longer, creating a lack of emergency capacity. Shelters have created overflow capacity. The state and legislature approved \$1.9 million in additional funding in FY 09 to address the issue. That \$1.9 million was one-time funding and was not appropriated in the state FY 2010 budget.

Vermont's experience mirrors the national picture. The American Recovery and Reinvestment Act provides substantial funding, through the Homelessness Prevention and Rapid Re-Housing Program (HPRP) to address the issue of homelessness. Vermont expects to receive \$3.4 million over a two year period. This means about \$1.7 million per year for two years will be available, and in effect replace the \$1.9 from the Vermont legislature in FY 2009.

Vermont plans on using this critical period and federal funding to develop a comprehensive, integrated system of services to address homelessness, working closely with all involved community partners. The goal is to develop a system not only for the short term while the federal funding is available, but for the continuing effort to eliminate homelessness.

It is important to note that the federal intent behind the HPRP funding is to respond to the increase in homelessness due to the economic environment, and to stabilize or rapidly re-house persons affected by loss of employment or other economic factors. The HPRP program is not intended per se to deal with all aspects of homelessness, e.g., that is why HPRP funding cannot be used for shelter services.

AHS will utilize HPRP funding to implement this program. These funds will be allocated locally as indicated in Attachment A, based on recent historical General Assistance expenditures on homelessness prevention and temporary housing in each AHS district.

AHS will withhold 10% of available HPRP funding to make adjustments by district or region during the year based on changes in the trend or major economic changes (such as unemployment) in an area. AHS will also allocate up to \$150,000 of HPRP funds to ensure use of the Homelessness Management Information Systems (HMIS) for all successful bidders, as needed. AHS will make quarterly payments to contractors providing all provisions of the contract are met at that time. AHS reserves the right to re-distribute funds in the last quarter of the funding period based on utilization and need trends.

In general, AHS will continue to provide funding for emergency housing such as motels or hotels and using the existing ESD, General Assistance staff. HPRP funds will cover other back rent and rapid re-housing activities, and those activities and services will be provided by the contractor. All prospective beneficiaries will be encouraged to access help through the contractor first, for intake and assessment. If an individual or family is found to need emergency shelter, the contractor will contact the Economic Services Division (ESD) office staff for approval to pay for a hotel and motel. It is understood that some individuals will approach the ESD office first. If they need emergency shelter, the ESD office will provide it, but then refer the individual or family to the contractor for further assessment and services to rapidly re-house them.

Eligibility for services under this program will be coordinated with eligibility for GA/EA. It is important to note that neither HPRP funding nor GA/EA funding are entitlements. The available funds, through HPRP or EA/GA, will not be sufficient to provide services to everyone who will ask for assistance. In FY 09, ESD developed a Risk Assessment Matrix to govern delivery of scarce resources in the GA/EA program. We will continue to use this Risk Assessment. Individuals or families may be eligible for HPRP funding according to the HUD notice, but because of financial limitations, we will utilize the Risk Assessment to determine who gets served first, and who may have to wait. For example, for HPRP funding, the state must establish a financial eligibility threshold. We will set that threshold at the 30% of the Area Median Income for each county. That means that people above 30% of the AMI will not be eligible; persons at or below 30% of the AMI will be eligible, but may not receive services immediately depending on their circumstances as determined by the Risk Assessment. However, AHS will develop a process for contractors to request a variance through the AHS Secretary's Office from the eligibility provisions based on need and unique circumstances.

III. Program Requirements

All bidders must follow the requirements in the ARRA, and HPRP Notice from HUD. The notice can be located at <http://www.hudhre.info/HPRP>.

Successful bidders must have a proven track record of providing direct service to persons who are homeless or at risk of homelessness and have an existing infrastructure to expand or build upon to effectively use the additional funding.

The following are program requirements. Proposals must describe how the bidder will demonstrate or implement the following.

1. A history and effective track record of serving the target population.
2. Effective partnerships with other community agencies working with the target populations to resolve homelessness.
3. Effective working relationship with local emergency shelters, subsidized housing providers and landlords to assure smooth communication and referrals.
4. A local program plan developed in partnership with the local Continuum of Care.
5. The ability to bring additional resources to the program, either existing bidder funds, or other partners' funding through agreements, or other in-kind community resources.
6. The ability to implement the state developed Risk Assessment Matrix and required system for determining eligibility and prioritizing those persons "most in need".
7. The ability to implement a state approved intake and assessment process.
8. The ability to provide services in emergency situations after hours or on weekends.
9. The ability to use a Homelessness Management Information System (HMIS) approved by HUD and AHS to track: a) persons served and services provided, b) persons assessed but not served and reasons why not, and to provide required reports to AHS monthly.
10. The ability and willingness to work with beneficiaries to: a) ensure they are able to pay towards services and, b) to work on issues that have contributed to homelessness, such as poor financial management, addiction, or behaviors.
11. An ability to comply with the requirements of the ARRA and HUD regarding HPRP, including a process for assuring the habitability of housing used or paid for with HRRP funds, as described in section VII, C of the HUD notice.
12. An ability and willingness to provide effective services to persons with limited English proficiency.
13. The ability to track HPRP funds separately from other state or local funds to ensure accountability for the federal funds, and to submit required financial reports to AHS on a monthly basis.
14. The willingness to work closely with the AHS Field Services Director to implement the program.
15. The ability to implement a standard state required appeal process that will allow any applicant to appeal to the contractor first and then, if the appeal is denied, to AHS.

It is crucial that proposals describe how other community financial or staff resources will be leveraged and integrated to help address homelessness or risk of homelessness, including how other ARRA funds will be used. AHS has compiled a list of other housing related funds by district, included in this RFP as Attachment B. The plan must also describe how other agency staff, such as case managers or housing specialists, will be utilized in the community plan.

Proposals may be to serve a county or AHS district or larger regions that combine AHS districts. Proposals must include a list of the towns covered by the proposal.

Bidders may sub-contract with other community providers to provide some of the proposed services.

IV. Permitted and prohibited Services

The bidder shall provide services flexibly to address the needs of the individuals or families who are homeless or at risk. There are some limitations on the federal funds. The proposal must describe how the bidder will provide services including any creative approaches to maximize use of funding or maximize available housing.

Permitted uses for HPRP funds

- Short term (up to 3 months) rental assistance
- Security/rental deposits (one month)
- Back rent (up to 3 months)
- Utility payments (for renters)
- Case management (including working with landlords and property owners, and credit counseling as needed to avoid homelessness)
- Hotel and Motel vouchers (for up to 30 days if subsequent housing has been identified but is not immediately available and no appropriate shelter beds are available)

Prohibited uses for HPRP funds

- Mortgage assistance
- Direct cash payments to recipients
- Construction or rehabilitation
- Credit card debt
- Car repair or other transportation costs
- Travel costs
- Food
- Medical or dental care
- Clothing
- Home furnishings
- Work or education related materials

V. Administrative Expenses

5% of HPRP funds may be utilized for administration

Administrative costs include the following:

- Pre-award administrative costs (State)
- Accounting for the use of grant funds
- Preparing reports for HUD
- Obtaining program audits
- Training for staff who will administer the program
- Training for case managers

Administrative costs do not include the following, which are considered program costs:

- Costs of issuing financial assistance
- Providing housing evaluation activities
- Carrying out data collection and evaluation activities
- Costs of conducting housing inspections

VI. Bid Process

a) Letters of Intent to Bid

Potential bidders must send a letter of intent to bid to AHS to be received no later than 4:30 p.m. on Wednesday, July 15. Letters of Intent must be sent to Diane Nealy, AHS Secretary's Office, 103 S. Main St., Waterbury, VT 05671-0204, or e-mailed to diane.nealy@ahs.state.vt.us.

b) Questions and Answers to RFP

Any questions about the RFP shall be directed to Diane Nealy no later than July 15. The agency will provide answers to all questions by July 20 via e-mail to all interested parties.

c) Submitting Proposals

Responses must be received no later than 4:30 p.m. on July 31, 2009, and must be addressed to Diane Nealy, Agency of Human Services, Secretary's Office, 103 S. Main St., Waterbury, VT 05671-0204, or e-mailed to diane.nealy@ahs.state.vt.us. AHS will make every effort to have contracts in place as soon as possible.

d) Content of Proposals

Proposals shall not exceed ten (10) pages, not including attachments, and address all the program requirements listed in this request for proposals. The proposal must include a letter signed by the chair of the local Continuum of Care stating that the bidder met with the COC and discussed its proposal and received feedback from the COC members. The proposal must also include letters from any other community partner agencies that have agreed to work in partnership with the bidder on this program, stating what the partner agency has agreed to provide for integration of funding or other resources.

e) Scoring Proposals

Bidders will be chosen by the AHS based on a competitive process, scoring bidders on their responses to the above criteria as follows:

1. Track record providing similar services to the target population - 40 points
2. Degree of partnership and integration with other community agencies - 20 points
3. Amount of additional resources included to help address the problem - 20 points
4. Ability to meet requirements of AHS and HUD - 20 points

f) Length of Contract Period

Awarded contracts shall be for one year, with the intent to renew the contract for another year unless there are performance problems with the contractor.

g) Right to Terminate Process and Negotiate with Bidders

The State reserves the right to reject any or all proposals, or to terminate the bidding process. The State also reserves the right to enter into negotiations with any selected bidder to modify terms of the proposal to better accomplish the goals of the program.

VII. Additional Attachments:

The following attachments shall become part of the contract:

- Attachment C- Customary Provisions for Contracts and Grants
- Attachment D- Vermont Tax Certificate and Insurance Certificate
- Attachment F- AHS Customary Contract Provisions

Attachment A
Housing Assistance Funds by District/Quarter

District	%	First Quarter		Second Quarter		Third Quarter		Fourth Quarter		TOTALS			Grand
		TANF	GF	HPRP	TANF	HPRP	TANF	HPRP	TANF	GF	TANF	HPRP	Total
St. Albans	10.20%	\$49,980	\$9,062	\$49,979	\$18,360	\$49,979	\$18,360	\$49,979	\$18,360	\$9,062	\$105,060	\$149,937	\$264,059
Burlington	30.00%	\$147,000	\$26,654	\$146,997	\$54,000	\$146,997	\$54,000	\$146,997	\$54,000	\$26,654	\$309,000	\$440,991	\$776,645
Hartford	4.10%	\$20,090	\$3,643	\$20,090	\$7,380	\$20,090	\$7,380	\$20,090	\$7,380	\$3,643	\$42,230	\$60,270	\$106,143
ST. Johnsbury	3.20%	\$15,680	\$2,843	\$15,680	\$5,760	\$15,680	\$5,760	\$15,680	\$5,760	\$2,843	\$32,960	\$47,040	\$82,843
Brattleboro	4.90%	\$24,010	\$4,353	\$24,010	\$8,820	\$24,010	\$8,820	\$24,010	\$8,820	\$4,353	\$50,470	\$72,030	\$126,853
Barre	9.50%	\$46,550	\$8,440	\$46,549	\$17,100	\$46,549	\$19,000	\$46,549	\$17,100	\$8,440	\$97,850	\$139,647	\$245,937
Newport	4.10%	\$20,090	\$3,643	\$20,090	\$7,380	\$20,090	\$7,380	\$20,090	\$7,380	\$3,643	\$42,230	\$60,270	\$106,143
Rutland	14.70%	\$72,030	\$13,060	\$72,029	\$26,460	\$72,029	\$26,460	\$72,029	\$26,460	\$13,060	\$151,410	\$216,087	\$380,557
Springfield	4.80%	\$23,520	\$4,265	\$23,520	\$8,640	\$23,520	\$8,640	\$23,520	\$8,640	\$4,265	\$49,440	\$70,560	\$124,265
Bennington	6.20%	\$30,380	\$5,508	\$30,379	\$11,160	\$30,379	\$11,160	\$30,379	\$11,160	\$5,508	\$63,860	\$91,137	\$160,505
Morrisville	2.90%	\$14,210	\$2,577	\$14,210	\$5,220	\$14,210	\$5,220	\$14,210	\$5,220	\$2,577	\$29,870	\$42,630	\$75,077
Middlebury	5.40%	\$26,460	\$4,798	\$26,459	\$9,720	\$26,459	\$9,720	\$26,459	\$9,720	\$4,798	\$55,620	\$79,377	\$139,795
		\$490,000	\$88,845	\$489,992	\$180,000	\$489,992	\$180,000	\$489,992	\$180,000	\$88,845	\$1,030,000	\$1,469,976	\$2,588,821
Qtr. Total		\$578,845		\$669,992		\$669,992		\$669,992					\$2,588,821

NOTES:

1. District allocations do not include DAIL Grant, non-housing expenses or ongoing GA housing.
2. Existing GA/EA grants will be paid for out of district allocations.
3. GF funds from the first quarter may be expended throughout the fiscal year.
4. The first quarter is budgeted lower because of the summer months. The remaining three quarters are budgeted equally, but some variation will occur due to variables like weather.

Attachment B STATEWIDE, MULTIPLE DISTRICTS, OR DATA NOT BROKEN OUT BY DISTRICT FY 2010					
<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
DAIL-DDAS	Home and community Access Program through VT Center for Independent Living	Home accessibility modification	1	\$ 100,000	\$ 100,000
DCF Office of Economic Opportunity	Friends of Veterans Prevention Services	Prevention and operations		\$ 22,700	\$ 22,700
DOC	Service Point...	Data Collection		\$ 13,200	\$ 13,200
Department of Corrections	First, last and security deposit	obtaining housing		\$ 40,000	\$ 40,000
DOC	DISMAS Of Vermont			\$ 106,280	\$ 106,280
DAIL, Division of DDAS locations are: Burlington, Grand Isle and Middlebury	HomeShare Vermont caregiving and homesharing matches	staff persons located in South Burlington and Middlebury	4	\$ 77,545	\$ 77,545
DAIL, Division of DDAS locations are: Barre and Morrisville	Home Share of Central Vermont; caregiving and homesharing matches	staff persons located in Barre	3	\$ 65,000	\$ 65,000
DCF/OEO	Sexual Assault Crisis Team Shelter for Victims of DV / SA	operating costs	0	\$ 6,500	\$ 6,500
DCF/OEO	VCHRYP: Transitional Living Program: Transitional Apartments for homeless Youth	Supportive Services	0.5	\$ 26,600	\$ 26,600
DCF/OEO	Community Action/CSBG	Staffing-Outreach Workers	8.5	\$ 219,000	
DCF/OEO	Community Action/CSBG	Housing Program Support	1	\$ 74,282	
DCF/OEO	Community Action/CSBG	Housing Specialists/Tenant Advocates/Property Management	4	\$ 75,020	\$ 368,302
DCF/OEO	Dodge House Veterans Supportive Services	staff and operations	1	\$ 51,800	\$ 51,800
DCF/OEO	Vermont Network to end DV/SA	Statewide Prevention Dollars	0	\$ 7,500	\$ 7,500
STATEWIDE, MULTIPLE DISTRICTS, OR DATA NOT BROKEN OUT TOTAL					\$ 885,427

BARRE DISTRICT (MDO)					
<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
Department of Corrections (DOC)	Return House (WCYSB) Substance Abuse, Mental Health, Employment Assistance, Transportation, Case Management	10 male youth beds (under 22)		\$ 251,000	\$ 251,000
DOC	CVCAC , case mgmt, hsg search, rental subsidy	5 female beds		\$ 142,500	\$ 142,500
DCF/Economic Services	Good Samaritan Haven Emergency shelter for homeless	operating costs		\$ 10,200	
DCF/OEO	Support services and shelter	Staff	0.5	\$ 20,000	\$ 30,200
DCF/OEO	Good Samaritan Haven Emergency shelter for homeless	FEMA for shelter		\$ 13,322	\$ 13,322
DCF/OEO	Battered Women's Shelter	FEMA for shelter		\$ 6,250	\$ 6,250
DCF/OEO	WCYSB	FEMA for shelter		\$ 2,500	\$ 2,500
DCF/OEO	Salvation Army (Barre)	FEMA for rent and mortgage prevention		\$ 1,475	\$ 1,475
DCF/OEO	CVCAC Washington County	FEMA for shelter and rent/mortgage prevention		\$ 12,149	\$ 12,149
DCF/OEO	CVCAC Orange County	FEMA for shelter and rent/mortgage prevention		\$ 6,410	\$ 6,410
DCF/OEO	Battered Women's Services Supportive services and shelter	Staff	0.1	\$ 4,160	
		operating costs		\$ 7,540	\$ 11,700
AHS Field Service Division	Kaizen	Leasing apartments		\$ 10,000	
DCF/OEO				\$ 7,850	\$ 17,850
CVCAC		portion of staffing			
DCF/Economic Services	Barre District Office; General Assistance Funding	prevention of homelessness and obtaining housing		\$ 71,906	\$ 71,906
DMH-Montpelier & Barre	Housing Contingency Fund 413 CRT clients	housing, startup, rental assistance		\$ 40,581	\$ 1,936,935
Total Barre District					\$ 2,504,197

BENNINGTON DISTRICT (TDO)					
<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
AHS Field Services Division	Direct Service Dollars	prevention of homelessness and obtaining housing	N/A	\$ 10,000	\$ 10,000
DCF/Economic Services	Bennington District office; General Assistance Funding	prevention of homelessness and obtaining housing		\$ 46,928	\$ 46,928
DCF/Economic Services	Bennington District office; HPRP funding	prevention of homelessness and obtaining housing		\$ 86,178	\$ 86,178
DCF/OEO	6 Bank Street ; supportive services and shelter	operating cost	1	\$ 46,000	\$ 46,000
	PAVE ; shelter and prevention	operating and prevention		\$ 21,200	\$ 21,200
DCF/Family Services	Sunrise Family Resource Center Youth development program	Chafee Housing Support Program Funds	1.5	\$ 12,850	\$ 12,850
DCF/OEO	Six Bank Street	FEMA funding for shelter		\$ 10,228	\$ 10,228
DCF/OEO	PAVE; shelter and prevention	FEMA funding for shelter		\$ 4,158	\$ 4,158
DCF/OEO	BROC; supportive services	prevention and services	0.25	\$ 3,600	\$ 3,600
Dept. of Corrections (DOC)	BROC; supportive services			\$ 90,225	\$ 90,225
Department of Corrections (DOC)	Bennington Coalition for the Homeless (life skills training, employment and hsg. Assist.	3 units		\$ 123,000	\$ 123,000
DAIL-DDAS	HASS Program; 2 sites 100 apartments total	100 apartments; housing and supportive services programs	1	\$ 44,378	\$ 44,378
DMH	United Counseling Services -Bennington-6 Units for CRT clients	Housing and Services for clients		\$ 364,460	
	Battelle House Project ; transitional supportive housing 6 beds for CRT clients	Housing and Services for clients		\$ 649,766	
	Shelter Plus Care-6 units for CRT clients; scattered sites permanent independent housing	Services for clients housed		\$ 84,750	
	Housing Recovery Fund	transitioning for VSH		\$ 38,869	
	Housing Contingency Fund 172 CRT clients	Housing start up costs, rental assistance subsidy		\$ 41,702	\$ 1,179,547
Total Bennington District					\$ 1,678,292

BRATTLEBORO DISTRICT (LDO)					
Department and Division	Name of Program and Services Provided	Resource allocated toward	# of Staff	Funding Allocated	Total per Provider
AHS Field Services Division	Direct Service Dollars	prevention of homelessness and obtaining housing	N/A	\$ 10,000	\$ 10,000
DCF/Economic Services	Brattleboro District Office; General Assistance Funding	prevention of homelessness and obtaining housing		\$ 46,928	\$ 46,928
DOC	Morningside Shelter; case management for substance abuse, mental health, and employment assistance referrals	3 male or female beds		\$ 35,000	\$ 35,000
DCF/Economic Services	Brattleboro District Office; HPRP Funding	prevention of homelessness and obtaining housing		\$ 37,088	\$ 37,088
DCF/Economic Services	case management and housing retention			\$ 68,109	\$ 68,109
DCF/OEO	case management and housing retention	staff	0.33	\$ 10,000	\$ 10,000
	supportive services and shelter	operating	1	\$ 63,200	\$ 63,200
ADAP	housing w/case management for intensive treatment; 7 individuals/3 families	portion of daily cost of housing	1	\$ 89,325	\$ 89,325
DCF/OEO	Morningside Life Skills Program; life skills/supportive housing	staff		\$ 10,000	\$ 10,000
DCF/OEO	Morningside Shelter	FEMA for shelter		\$ 11,169	\$ 11,169
	SEVCA	FEMA for rent and mortgage prevention		\$ 7,436	\$ 7,436
AHS Housing and Transportation	Brattleboro Housing Authority; Pathways to Housing; supplemental, supportive services, operations, and case management	Vouchers and case managmeent; operations and deposits		\$ 95,000	\$ 95,000
DOC	Phoenix House/RISE-Brattleboro; case management, recovery & educational groups, information referrals	4 female beds and 5 male beds			\$ 138,700
DCF/OEO	Brattleboro Area Drop in Center, supportive services	operations and staff	0.1	\$ 28,000	\$ 28,000
DCF/OEO	Our Place Drop in Center; prevention and operating	prevention and operations		\$ 7,500	\$ 7,500
DCF/OEO	SEVCA; supportive services and prevention (this funding supports prevention work in three AHS districts)	services and staff	0.1	\$ 18,400	\$ 18,400
DCF/OEO	Women's Crisis Center	Operations		\$ 29,346	\$ 29,346
DCF/Family Services	NFI Vermont youth development program	housing support program	1	\$ 3,000	\$ 3,000
DAIL-DDAS	HASS program	1 site total 80 apartments	1	\$ 8,876	\$ 8,876
DMH	HCF and HRF shared with Hartford and Springfield District				
Total Brattleboro District					\$ 717,077

BURLINGTON DISTRICT					
<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
AHS Field Services Division	Direct Service Dollars	prevention of homelessness and obtaining housing	N/A	\$ 10,000	\$ 10,000
DCF/Economic Services	Burlington District Office; General Assistance Funding	prevention of homelessness and obtaining housing		\$ 227,072	\$ 227,072
DCF/Economic Services	Burlington District Office; HPRP Funding	prevention of homelessness and obtaining housing		\$ 416,991	\$ 416,991
DOC	Dismas House-Burlington , Case management and transitional housing 3/4 house; satellite program	6 male and female beds		\$ 35,360	
DOC	Dismas 2 House-Winooski , Case management and transitional housing	9 male and female beds		\$ 136,262	\$ 171,622
DOC	Northern Lights (Howard Center) ; Supportive Housing: substance abuse, mental health, etc.	10 female beds		\$ 265,000	\$ 265,000
DOC	Burlington Housing Authority ; Staffing for housing search and retention	staff	2	\$ 187,500	\$ 187,500
DCF/Economic Services	CVOEO , supportive services for low income	Housing services		\$ 45,298	\$ 45,298
DCF/Economic Services	COTS ; Support for family and emergency shelters	case management and housing	?	\$ 195,650	
DCF/OEO	COTS -supportive services/shelter	staff		\$ 11,500	
		staff	3	\$ 71,326	\$ 278,476
DCF/OEO	COTS	FEMA shelter		\$ 19,100	\$ 19,100
DCF/OEO	CVOEO	FEMA rent and mortgage prevention		\$ 5,700	\$ 5,700
DCF/OEO	WHBW	FEMA for shelter		\$ 5,000	\$ 5,000
DCF Economic Services Division	Lund Family Center/Independence Place	Supervised living (6 teens and their children)	?	\$ 264,210	\$ 264,210
DCF/OEO	Women Helping battered Women ; supportive services and operating	operations and staff	0.1	\$ 12,000	\$ 12,000
DCF/OEO	Chittenden Continuum of Care	Staff and prevention	4	\$ 172,500	\$ 172,500
DCF/OEO	Spectrum, Youth Shelter	Operations		\$ 12,000	
DCF/Family Services	Spectrum Youth & Family Services housing support program funds	supportive housing	1.5	\$ 50,079	\$ 62,079

BURLINGTON DISTRICT Continued

<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
DCF/OEO	Legal Aid supportive services, shelter, legal aid	prevention	4	\$ 172,500	\$ 172,500
		1 site-Winooski total 52 apartments	1	\$ 13,313	\$ 73,666
	Howard Center, HRF	transitioning funds VSH		\$ 99,258	
DMH	Howard Center HCF-633 CRT clients	housing start up costs, rental assistance subsidy		\$ 88,157	
	Howard Center Safe Have Project	6 beds and mental health services for CRT clients		\$ 562,971	
	Howard Center Branches Project	6 permanent housing beds and services		\$ 480,448	
	Howard Center Lakeview Project	17 permanent intensive services beds		\$ 758,289	
DMH	Howard Center 20 South Willard Project	6 permanent intensive residential housing CRT clients		\$ 212,131	
	Howard Center Arroway Project	7 permanent intensive residential housing CRT clients		\$ 390,022	
	Howard Center Next Door Project	8 transitional residential CRT beds and case management		\$ 650,318	\$ 3,241,594
Total Burlington District					\$ 5,630,308

HARTFORD DISTRICT (HDO)					
<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
AHS Field Services Division	Direct Service Dollars	prevention of homelessness and obtaining housing	N/A	\$ 10,000	\$ 10,000
DCF/Economic Services	Hartford District Office; General Assistance Funding	prevention of homelessness and obtaining housing		\$ 31,033	\$ 31,033
DCF/Economic Services	Hartford District Office; HPRP Funding	prevention of homelessness and obtaining housing		\$ 56,989	\$ 56,989
ADAP	Willow Grove/Upper Valley Foundation Housing w/case management for persons who have completed inpatient	7 individuals/2 families portion of daily cost of housing; case management	2.5	\$ 88,310	\$ 88,310
DCF/Family Services	9 East Network; youth development program	housing support program		\$ 16,704	\$ 16,704
DCF/OEO	CVCAC, Supportive Services	prevention	0.5	\$ 25,200	\$ 25,200
DCF/OEO	Upper valley Haven, Family Shelter	FEMA shelter		\$ 3,000	\$ 3,000
DCF/OEO	Upper valley Haven, Family Shelter	Operations		\$ 23,500	\$ 23,500
DMH	Clara Martin Center-Randolph Safe Haven Project	6 intensive residential beds for CRT clients		\$ 418,065	
	Clara martin Center-Randolph Shelter Plus Care	10 units; scattered sitesp permanent independent housing for CRT clients		\$ 53,196	
Serves-Hartford and Orange	Clara Martin Center HCF-168 CRT	housing start up costs, rental assistance subsidy		\$ 29,862	
Serves-Hartford and Orange	Clara Martin Center-Randolph HRF	transitioning for VSH		\$ 29,827	\$ 530,950
DMH	Healthcare & Rehab Services Morale House/Overlook Project; 5 units White River Junction	services for CRT clients housed		\$ 612,752	\$ 612,752
DMH-Hartford and Springfield District	Shelter Plus Care(s) 18 units Scattered sites permanent independent housing for CRT clients	Services for clients housed		\$ 97,152	\$ 97,152
Total Hartford District					\$ 1,495,590

MIDDLEBURY DISTRICT (YDO)					
<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
AHS Field Services Division	Direct Service Dollars	prevention of homelessness and obtaining housing	N/A	\$ 10,000	\$ 10,000
DCF/Economic Services	Addison District Office; General Assistance funding	prevention of homelessness and obtaining housing	N/A	\$ 40,116	
DCF/Economic Services	Addison District Office; HPRP Funding	prevention of homelessness and obtaining housing	N/A	\$ 73,669	\$ 113,785
DOC	John Graham Shelter			\$ 18,250	\$ 18,250
AHS Field Services Division	Addison County Housing Solutions	permanent supportive housing		\$ 5,000	
Community provider	CSAC		\$1,300		
DCF/Family Services				\$ 3,000	
Addison County Com. Trust	bank contribution to transitional housing		\$3,500		
Neat Repeat			\$12,750		
John Graham Shelter			\$300		
CRT funds			\$1,436		
Scheduled Repayments Collected			\$11,531		
UWAC & other Grants			\$5,088		
CVOEO-unpooled			\$3,862		
ACCAG-unpooled			\$4,500		
PCC-unpooled		Total resourced w/community providers equal \$62,208	\$2,850		\$ 8,000
DCF/OEO	John Graham Shelter Supportive Services and Shelter	staff	1	\$ 37,960	\$ 37,960

MIDDLEBURY DISTRICT (YDO) continued					
<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
DCF/OEO	CVOEO Supportive Services	prevention	0.5	\$ 19,900	\$ 19,900
DCF/OEO	CVOEO	FEMA funding rent and mortgage prevention	0.5	\$ 1,500	\$ 1,500
DCF/OEO	ACCAG/HOPE	FEMA Rent and mortgage prevention		\$ 500	\$ 500
DCF/OEO	John Graham Emergency Shelter	FEMA shelter funding		\$ 7,918	\$ 7,918
DCF/Family Services	Easter Seals of Vermont youth development program	housing support program		\$ 20,500	\$ 20,500
DAIL-DDAS	HASS Program Total of 104 apartments	staffing and services	1	\$ 35,502	\$ 35,502
DMH	Counseling Services Addison County (CSAC) Hill House; 6 Trans and 2 respite	case management and housing		\$ 346,319	
	CSAC Shelter Plus Care	31 units scattered sites; permanent independent hsg; services for clients housed		\$ 389,227	
DMH	HCF 175 CRT clients	housing start up costs, rental assistance subsidy		\$ 17,407	
	HRF	transitioning for VSH		\$ 27,931	\$ 780,884
Total Middlebury District					\$ 1,054,699

MORRISVILLE DISTRICT (VDO)					
<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
AHS Field Services Division	Direct Service Dollars	prevention of homelessness and obtaining housing	N/A	\$ 10,000	\$ 10,000
DCF/Economic Services	Morrisville District Office; General Assistance Funds Transitional housing	prevention of homelessness and obtaining housing		\$ 21,950	
DCF/Economic Services	Morrisville District Office; HPRP Funding	prevention of homelessness and obtaining housing		\$ 40,309	\$ 62,259
DAIL-DDAS	4 HASS sites; 132 apartments	housing and supportive services	5	\$ 39,940	\$ 39,940
DCF/OEO	Clarina Howard Nichols Center	FEMA funding for shelter		\$ 3,400	\$ 3,400
DCF/OEO	CVCAC	FEMA funds for other shelter		\$ 1,000	\$ 1,000
DCF/OEO	CVCAC ; supportive services for GA clients	staff	0.33	\$ 9,375	\$ 9,375
DCF/OEO	Clarina Howrd Nichol Center ; supportive services and shelter	operating	0.1	\$ 20,000	\$ 20,000
DCF/Family Services	Lamoille County Court Diversion ; youth development program	housing support funds		\$ 3,100	\$ 3,100
DMH	Lamoille County Mental Health (LCMH); Johnson Street Project 7 beds for CRT clients	Services for clients housed		\$ 443,849	
	Permanent Supportive Residential Housing ; 22 beds and @@BR apts. For CRT clients	Services for clients housed		\$ 679,308	
	Shelter Plus Care ; 3 units scattered sites; permanent housing for CRT Clients	Services for clients housed		\$ 61,684	
DMH	HCF 127 CRT clients	housing start up costs, rental assistance subsidy		\$ 39,022	
	HRF	transitioning for VSH		\$ 23,382	\$ 1,247,245
Total Morrisville District					\$ 1,396,319

NEWPORT DISTRICT (NDO)					
<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
AHS Field Services Division	Direct Service Dollars	prevention of homelessness and obtaining housing	N/A	\$ 10,000	\$ 10,000
DCF/Economic Services	Newport District Office; General Assistance Fund	prevention of homelessness and obtaining housing		\$ 31,033	
DCF/Economic Services	Newport District Office; HPRP funding	prevention of homelessness and obtaining housing		\$ 56,989	\$ 88,022
DOC	Judd House; NEKCA ; case management	4 male beds		\$ 129,092	
DCF/OEO	NEKCA ; supportive services and shelter	supportive services;prevention	0.25	\$ 44,700	\$ 173,792
DCF/OEO	NEKCA	mortgage, rent, and shelter		\$ 9,000	\$ 9,000
DAIL-DDAS	1 HASS site ; total of 22 apartments	housing and supportive services	1	\$ 4,437	\$ 4,437
Department of Mental Health (DMH) Newport and St. Johnsbury	Northeast Kingdom Human Services Rental Assistance Fund for 344 CRT clients	housing start up costs, rental assistance subsidy	0	\$ 72,398	\$ 72,398
DMH	Northeast Kingdom Human Services (NKHS) ; transitional housing project 3 units	Services for clients housed		\$ 220,778	
	HCF-344 CRT clients	housing start up costs, rental assistance subsidy		\$ 26,899	
	HRF	transitioning for VSH		\$ 45,499	
	Shelter Plus Care; 6 unites; scattered site permanent independent hsg for CRT clients	Services for clients housed		\$ 72,524	\$ 365,700
Total Newport District					\$ 723,349

RUTLAND DISTRICT (RDO)					
<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
AHS Field Services Division	Direct Service Dollars	prevention of homelessness and obtaining housing	N/A	\$ 10,000	\$ 10,000
DCF/Economic Services	Rutland District Office; General Assistance Funds	prevention of homelessness and obtaining housing		\$ 112,022	
DCF/Economic Services	Rutland District Office; HPRP Funding	prevention of homelessness and obtaining housing		\$ 205,716	\$ 317,738
DOC	Dismas House satellite prgm, 3/4 house transitional housing; case management	3 male or female beds		\$ 10,000	
DCF/OEO	Dismas House ; Transitional supportive services	rents security depositions; misc.		\$ 10,000	\$ 20,000
DCF/OEO	Fair haven Concerned	rent and mortgage prevention		\$ 1,700	\$ 1,700
DCF/OEO	Rutland County Women's Network	shelter		\$ 9,750	\$ 9,750
DCF/OEO	Open Door Mission	Shelter		\$ 21,730	\$ 21,730
DCF/OEO	Rutland West (Neighborworks)	rent and mortgage prevention		\$ 3,000	\$ 3,000
DOC	Rutland County Housing Coalition (RCHC) transitional housing case management	3 male or female beds		\$ 167,048	
DCF/Economic Services	RCHC ; emergency housing; housing retention	housing retention; emergency		\$ 80,462	
DCF/OEO	RCHC ; supportive services; operations	staff	1	\$ 26,000	\$ 273,510
DCF/OEO	BROC ; Supportive Services	prevention and services	0.25	\$ 3,600	\$ 3,600
DCF/OEO	Rutland West ; Supportive Services	staff	1	\$ 52,800	\$ 52,800
DCF/OEO	Dodge House ; Veterans Supportive Services	staff and operations	1	\$ 51,800	\$ 51,800
DCF/OEO	Open Door Mission ; Supportive services	staff and operations	0.5	\$ 20,500	
DCF/OEO	Open Door Mission ; Supportive services	staff	1.5	\$ 31,000	\$ 51,500
DCF/OEO	Rutland County Women's Network & Shelter	Operations		\$ 20,000	\$ 20,000
DCF/OEO	Fair Haven Concerned ; prevention	prevention		\$ 4,000	\$ 4,000

RUTLAND DISTRICT (RDO) continued					
<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
DCF/Family Services	Vermont Achievement Center; youth development program	housing support program	1.5	\$ 13,560	\$ 13,560
DAIL-DDAS	5 HASS sites; 213 apartments	housing and supportive services	4	\$ 58,577	\$ 58,577
DMH	Rutland Mental Health (RMH); Pine street Project; transitional supportive housing; 4 beds for CRT clients	services for clients housed		\$ 4,618	
	RMH; Shelter Plus Care; 11 unites for CRT clients; permanent independent hsg	services for clients housed		\$ 86,168	
	RMH-HCF 294 clients	housing start up costs, rental assistance, subsidy		\$ 44,883	
	RMH-HRF	transitions funds for VSH		\$ 49,347	\$ 185,016
Total Rutland District					\$ 1,098,281

St. ALBANS DISTRICT (ADO)					
<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
AHS Field Services Division	Direct Service Dollars	prevention of homelessness and obtaining housing	N/A	\$ 10,000	\$ 10,000
DCF/Economic Services	ST. Albans District Office; General Assistance Fund	prevention of homelessness and obtaining housing		\$ 77,204	
DCF/Economic Services	ST. Albans District Office; General Assistance Fund	prevention of homelessness and obtaining housing		\$ 141,777	\$ 218,981
DOC	Covered Bridge Program Hsg w/case management for those who have completed inpatient or intensive treatment	6 male beds		\$ 17,500	\$ 17,500
DOC	Samaritan House case management; transitional housing	2 male or female beds		\$ 59,860	
DCF/Economic Services	Samaritan House case management; housing retention	case management and housing retention		\$ 11,000	\$ 70,860
DCF/OEO	CVOEO--Franklin Grand Isle County CAA	FEMA funds for rent and mortgage prevention		\$ 4,018	\$ 4,018
DCF/OEO	Samaritan House Supportive Services and operating	FEMA funds for shelter		\$ 2,700	\$ 2,700
DCF/OEO	Samaritan House Supportive Services and operating	staff	0.2	\$ 20,000	\$ 38,800
DCF/Economic Services	CVOEO GA Housing Pilot	Case management and housing retention		\$ 64,558	
DCF/OEO	CVOEO GA Housing Pilot	case management and housing retention	1	\$ 25,000	
DCF/OEO	CVOEO Supportive Services-Franklin	Prevention	0.5	\$ 19,900	\$ 109,458

ST. ALBANS (ADO) continued					
<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
DCF/OEO	Voices Against Violence Supportive Services and operating	services	0.1	\$ 10,000	\$ 10,000
DCF/Family Services	Northwestern Counseling & Support Services youth development program	housing support program		\$ 5,400	\$ 5,400
DAIL-DDAS	2 HASS sites 56 apartments	housing and supportive services	1	\$ 21,301	\$ 21,301
DMH	Northwestern Counseling & Support Services (NCSS) 174 North Main St Project transitional supportive hsg CRT clients	services for clients housed		\$ 328,778	
	NCSS-22 Upper Weldon Project 6 beds supportive hsg CRT clients	services for clients housed		\$ 361,744	
	HCF 294 CRT Clients	housing start up costs, rental assistance, subsidy		\$ 44,883	
	HRF	transitions funds for VSH		\$ 49,347	
	NCSS- Shelter Plus Care 28 Units permanent independent hsg for CRT	services for clients housed		\$ 155,928	\$ 940,680
Total St. Albans District					\$ 1,449,698

St. JOHNSBURY DISTRICT (JDO)					
<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
AHS Field Services Division	Direct Service Dollars	prevention of homelessness and obtaining housing	N/A	\$ 10,000	\$ 10,000
DCF/Economic Services	St. Johnsbury District Office; General Assistance Fund	prevention of homelessness and obtaining housing		\$ 24,221	
DCF/Economic Services	St. Johnsbury District Office HPRP Funding	prevention of homelessness and obtaining housing		\$ 44,479	\$ 68,700
ADAP	Covered Bridge Program Hsg. w/case management for those who have completed inpatient or intensive treatment	portion of daily hsg	0.5	\$ 24,090	
DOC	Covered Bridge Program Hsg w/case management for those who have completed inpatient or intensive treatment	6 male beds		\$ 37,000	\$ 61,090
DOC	Jackie's House ; case management; info referrals	4 female beds		\$ 14,600	\$ 14,600
DCF/Economic Services	NEKCA Housing Retention-Caladonia Cty	housing retention		\$ 11,806	\$ 11,806
DCF/Economic Services	NEKCA Housing Retention--Essex Cty	FEMA funds for rent/mortgage and shelter		\$ 1,626	\$ 1,626
DCF/OEO	NEKCA	FEMA funds for rent/mortgage and shelter		\$ 10,337	\$ 10,337
DCF/Family Services	Northeast Kingdom Youth Services youth development program	housing support program		\$ 4,950	\$ 4,950
DMH	HCF and HRF shared with the Newport District				
Total St. Johnsbury District					\$ 183,109

SPRINGFIELD DISTRICT (SDO)					
<i>Department and Division</i>	<i>Name of Program and Services Provided</i>	<i>Resource allocated toward</i>	<i># of Staff</i>	<i>Funding Allocated</i>	<i>Total per Provider</i>
AHS Field Services Division	Direct Service Dollars	prevention of homelessness and obtaining housing	N/A	\$ 10,000	\$ 10,000
DCF/Economic Services	Springfield District Office; General Assistance Fund	prevention of homelessness and obtaining housing		\$ 36,332	\$ 131,648
ADAP	Springfield Family Center (SFC) , Hsg w/case mgmt for persons who have completed treatment	portion of daily hsg	1.5	\$ 102,200	
DCF/Economic Services	Springfield Family Center	case management and housing retention		\$ 45,060	
DCF/Economic Services	Springfield Family Center; GA hsg Pilot	case management and temporary hsg		\$ 7,477	
DCF/Economic Services					
DCF/OEO	Springfield Family Center; GA hsg Pilot	case management and temporary hsg		\$ 13,833	
DCF/OEO	Springfield Family Center; GA Hsg Pilot	services/staff	0.1	\$ 24,000	
DCF/OEO	Springfield Family Center	staff	0.5	\$ 20,000	\$ 212,570
DCF/OEO	SEVCA	FEMA rent and mortgage prevention		\$ 9,488	\$ 9,488
DCF/OEO	Springfield Family Center	FEMA shelter		\$ 1,500	\$ 1,500
DCF/OEO	Mountainside House , supportive services and shelter	supportive services; operating	0.1	\$ 12,000	\$ 12,000
DCF/OEO	New Beginnings ; supportive services/prevention	supportive services; operating	0.1	\$ 6,500	\$ 6,500
DCF/Family Services	NFI VT ; youth development program	hsg support program		\$ 2,810	\$ 2,810
	Beekman House Project ; permanent supportive residential housing with 10 units for CRT clients	Housing and Services costs for clients		\$ 422,220	\$ 422,220
	Woodstock House Project ; permanent supportive residential housing with 8 units for CRT clients	Housing and Services costs for clients		\$ 353,606	\$ 353,606
DMH- Hartford, Springfield and Brattleboro Districts	HCF- 428 CRT Clients	housing startup costs, rental assistance subsidy		\$ 39,667	
	HRF	transition funds for VSH		\$ 52,162	\$ 91,829
DAIL-DDAS	1 HASS site ; 67 total apartments	housing and supportive services	1	\$ 8,969	\$ 8,969
Total Springfield District					\$ 1,263,140
Total Statewide Funds					\$ 20,246,360

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party’s operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers’ compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$_____ per occurrence, and \$_____ aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at:

<http://finance.vermont.gov/forms>

10. Records Available for Audit: The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

Attachment D

Vermont Tax Certificate and Insurance Certificate

DATE:

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

TAXES: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

INSURANCE: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

CERTIFICATION FOR APPAREL, FOOTWEAR, AND TEXTILES (SWEATSHOP PROHIBITION): Bidder certifies that the company/individual is in compliance with the requirements as detailed in Section 16 of Attachment D: Commodity Purchases Terms and Conditions. The contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of supplier the contractor will promptly inform the Commissioner of Buildings and General Services of such changes. The state reserves the right to ask for additional information and / or certifications any time during the contract period. Failure of the vendor to comply with any provision of this certification will be considered a default of the vendor's contract obligations.

CONTRACT TERMS: The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions and Attachment D: Commodity Purchases Terms and Conditions.

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices, however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

FORM OF PAYMENT: Would you accept the Visa Purchasing Card as a form of payment? ____ Yes ____ No

Insurance Certificate(s): Attached _____

Will provide upon notification of award _____

Delivery Offered: _____ days after notice of award

Terms of Sale: _____
(If Discount)

Quotation Valid for: _____ days

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Fax Number: _____

Telephone: _____

E-Mail: _____

By: _____

Name: _____

Signature (Bid Not Valid Unless Signed)

(Type or Print)

Attachment F
AHS Customary Contract Provisions

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's 2-1-1. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org
3. **Medicaid Program Contractors:**

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and

Inspect and audit any financial records of such contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the contractor or subcontractor's performance is inadequate. The contractor agrees to make available upon request to the Agency of Human Services; the Office of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the contractor and service providers.

Medicaid Notification of Termination Requirements: Any contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Office of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.
4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

Protected Health Information: The contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the contractor shall also check the Central Child Abuse Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911 (c)(3)).
9. **Child Abuse Reporting.** Consistent with provisions of 33 V.S.A. §4913(a), any agent or employee of a contractor who, in the performance of services connected with this agreement, has contact with clients and who has reasonable cause to believe that a child has been abused or neglected as defined in Chapter 49 of Title 33 V.S.A. shall report the suspected abuse or neglect to the Commissioner for the Department for Children and Families within 24 hours. The report shall contain the information required by 33 V.S.A. §4914.
10. **Work Product Ownership.** All data, technical information, materials gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this contract - shall be considered "work for hire", and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes developed for the State, all the work shall be considered "work for hire," i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.
11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Intellectual Property Ownership.** All work products and items delivered or produced under this agreement will be the exclusive property of the State of Vermont unless otherwise specified in this agreement. This includes, but is not limited to, software, documentation, and development materials. The contractor shall not sell or copyright a work product or item produced under this contract without explicit permission from the State. If the Contractor is operating a system or application on behalf of the State of Vermont then the contractor shall not make information

entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.
14. **Non-discrimination.** The contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.
15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Revised AHS -4-06-09